

# EXHIBIT C



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March 20, 2023

**VIA FEDEX AND EMAIL**

John Guven  
Ariston MF Owner, LLC  
c/o TPA Residential, LLC  
1776 Peachtree Street NW, Suite 100  
Atlanta, Georgia 30309  
[jonguven@gmail.com](mailto:jonguven@gmail.com)

Ariston MF Owner, LLC  
c/o TPA Residential, LLC  
1776 Peachtree Street NW, Suite 100  
Atlanta, Georgia 30309  
Attention: Elizabeth Amick  
[eamick@tpa-res.com](mailto:eamick@tpa-res.com)

Re: Purchase and Sale Agreement dated December 22, 2022 (as amended, the "Agreement") by and between CWS Apartment Homes LLC, a Delaware limited liability company, as purchaser ("Purchaser"), and Ariston MF Owner, LLC, a Delaware limited liability company, as seller ("Seller"), for the property located at 2620 Mall of Georgia Boulevard, Buford, Georgia (the "Property")

Dear Mr. Guven and Ms. Amick:

This firm represents Purchaser. All capitalized terms unless otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Pursuant to the Agreement, the Closing Date for the purchase of the Property is the date that is fifteen (15) days after the Purchaser's receipt of the Assumption Approval, but in no event later than April 30, 2023. However, on March 16, 2023, John Guven, on behalf of Seller, advised Purchaser that Seller will not close the transaction contemplated by the Agreement and that Seller instead intends to retain the Property to alleviate a parking issue at an adjacent retail property.

Reference is made to Paragraph 9.2, which provides that if Seller defaults in a material obligation under the Agreement, Purchaser may elect to bring a suit for specific performance. Accordingly, if within three (3) business days of this letter Seller does not affirm, in a signed writing addressed to Purchaser, Seller's intent to perform under the Agreement, Purchaser will



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deem Seller's statements to be an anticipatory breach of the Agreement and will undertake any actions necessary to protect its interests, which may include filing a lawsuit for specific performance.

Purchaser reserves all rights and remedies at law and in equity. Please contact the undersigned with any questions.

Very truly yours,

SEYFARTH SHAW LLP

*/s/ Rebecca A. Davis*

Rebecca A. Davis

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